



APPENDIX "D"
DEMOLITION SCOPE OF WORK
BOEING – LOS ANGELES (Harbor Gateway)

June 05, 2000

A) CLARIFICATIONS

In addition to the terms and requirements as incorporated in all of the attached Contract Documents, the following items, including all layout, labor, material, approvals, waste material, installation, supervision, agency approval, shop drawings, engineering, transportation, mobilization, and demobilization, tools, scaffolding, shoring, bracing, equipment, permits, licenses, taxes, insurance, wage and material escalation, receiving, handling, distribution, hoisting and services related to the above, overhead and profit, guarantees, and warranties, but not necessarily only these items, are part of the performance of the complete Scope-of-Work.

1. The initialing of the first page of any Appendix to this Contract indicates acceptance of all pages of the Appendix.
2. Contractor shall post a Code of Safe Practices at a conspicuous location at the jobsite.
3. Temporary Services: The Owner will, without charge unless otherwise specified, furnish the following temporary services at the job-site for the Contractor's use.
 - a) Construction Power: all normal single-phase 110 vac temporary electric service as required by the Contractor shall be provided by this Contractor. The cost of the electricity will be paid by others. Note, however, that each Contractor shall also provide his own source of power for all equipment requiring more than single-phase 110 vac electrical service (i.e., welding equipment, masonry saws, etc.). This Contractor shall make his own arrangements for supply and connections to his field office. This Contractor to supply his own power cords from "spider" boxes or other established connection points.
 - b) Construction Lighting: Temporary lighting will not be provided, all lighting required for safety and task lighting will be provided by this Contractor. This Contractor shall provide all lighting requirements above OSHA standards necessary to perform its own work (i.e., drywall finish, painting, etc.).
 - c) Construction Water: Construction water will be provided as required by this Contractor. Contractor shall be responsible for payment for consumption charges for all bulk water usage from metered sources associated with site grading, site utility construction, paving, dust control, and similar activities.
 - d) Parking: Contractor shall make arrangements for parking, either on-site or off-site. Contractor will be solely responsible for all liability relative to their employees' vehicles.

4. Safety

- a) Contractor shall post a Code of Safe Practices at a conspicuous location at the job site.
- b) Contractor shall provide adequate protection as required for public and private property, utilities and materials and shall be responsible for the safety of workmen in accordance with applicable codes, laws and regulations of government agencies of jurisdiction. Any damage caused by Contractor's negligence shall be corrected by Contractor in a manner approved by the Contractor, Architect, and/or the Owners Representative at no additional cost. Construction Manager reserves the right to back-charge Contractor for all costs associated with non-compliance of this paragraph.
- c) Contractor shall exercise extreme caution and special care while conducting operations in the vicinity of existing sidewalks, streets, and railroad tracks adjacent to the Project. Contractor's personnel shall at all times comply with the direction of the Contractor's Superintendent and/or representatives of the Southern California Regional Rail Authority (SCCRA) with respect to construction operations.
- d) Contractor shall maintain an effective control of operations, stopping if necessary, to ensure that the public, its employees, and its Contractors not be endangered during the installation of Contractor's work.
- e) Contractor shall take the appropriate measures to prevent injury to personnel and the work of other trades resulting from their operations.
- f) Contractor will be required to have a written Substance Abuse Program. All employees will present proof of drug and alcohol screening given by a certified testing laboratory not sooner than twenty-four (24) hours before reporting to work.

5. Clean-Up and Rubbish Removal

- a) Contractor shall remove daily all debris caused by his work to a trash bin or other container(s) provided by the Contractor and at Contractor's own expense. The location, type, and size of all trash containers is to be coordinated with the Construction Manager's Superintendent.
- b) Contractor shall maintain and conclude their portion of the work with cleaning of the adjacent roadways and adjacent parking lots. In addition to the final cleaning, these areas will be kept free of all dirt, debris and mud. This shall be done with either a water truck, water hose(s), labor or a combination of both.

6. Delivery, On-site Storage and Installation

- a) Deliver materials to the job site in order to provide for the proper execution of the work in a continuous uninterrupted fashion unless called for otherwise in the construction schedule. Material deliveries shall be scheduled in coordination with the Construction Manager.

- b) Stockpile material only in areas approved by the Construction Manager. If materials stockpiled in unapproved areas are creating interference or obstruction with the work of others, or overloading the rated capacity of slabs, etc., said materials must be relocated by the Contractor at once. Contractor is responsible for maintaining the integrity of all stored and/or stockpiled materials.
 - c) Contractor is responsible to secure its materials from the effects of weather including, but not limited to, wind, water, sunlight, etc.
- 7. Fencing: the Construction Manager may elect to provide temporary fencing to enclose the construction area. Any fencing or other security measures which the Contractor deems necessary for the protection of his offices, storage containers, equipment, or materials shall be provided at his sole expense.
- 8. Job Site Phone: all Contractors must provide their own telephone service or use the job site pay phone (if available).
- 9. Production of Plans and Specifications: all successful CONTRACTORs will be furnished one (1) complete set of plans and specifications. Any additional plans and specifications will be furnished by the Construction Manager at the Contractor's expense.
- 10. Testing:
 - a) Owner will pay for construction testing; however, unnecessary re-testing costs caused by this Contractor, due to incomplete work or faulty workmanship, will be paid for by this Contractor.
 - b) It shall be the responsibility of this Contractor to coordinate the material testing requirements with the Construction Manager's Project Superintendent to assure compliance with the Contract Documents. Contractor shall furnish all equipment and personnel to conduct tests required to secure approval of the installation from all agencies having jurisdiction.
- 11. Permits: the Owner will provide the general building and grading permit. All other permits, including design, plan check, and permit fees required for the performance of the work to be obtained and paid for by this Contractor.
- 12. Coordination of Trades: it is the responsibility of this Contractor to properly coordinate his work with both the Construction Manager and other Contractors. As a result, the sequence of certain operations, location of equipment, lay-down and fit-up areas, etc. must be thoroughly analyzed and coordinated to minimize construction impact on the project and on other Contractors. No extra compensation will be paid to Contractor for relocating any material or equipment that has been installed without proper coordination between all Contractors.
- 13. Excavation and Back-fill: this Contractor will perform all cutting, patching, excavation, back-fill, compaction and disposal of excess materials as required to complete the work. All grades will be returned to the state in which they were found immediately prior to the start of the particular installation.
- 14. Scaffolding Systems: If the Contractor intends to employ a scaffolding system to assist in the completion of the specified scope-of-work, said system must be furnished and installed by one (1) of the following approved manufacturers/erectors. The cost of using one of these approved systems is included by Contractor, and no other scaffolding systems will be allowed:

Aluma Systems USA, Inc.
2840 W. First Street
Santa Ana, CA 92703

Rolls Scaffold & Equipment
125 Montgomery
Oxnard, CA 93030

Arise Scaffolding & Equipment
9215 Mira Este Court
San Diego, CA 92126

Safway Steel Products
601 W. 140th Street
Gardena, CA 90248

Patent Construction Systems
21222 South Wilmington Avenue
Carson, CA 90749

Waco Scaffolding & Equipment
18024 S. Broadway
Gardena, CA 90248

15. Miscellaneous Protection: this Contractor is responsible for protecting property, personnel and the work of other Contractors in carrying out this work. This Contractor shall take all reasonable precautions to protect his work from damage by other Contractors. Damage caused by this Contractor or his forces shall be repaired and/or replaced by this Contractor.
16. Local Knowledge: this Contractor must be totally familiar with and have made due allowance for all contingencies pertaining to local facilities and difficulties, the requirements of the documents, pertinent rules and regulations of government bodies having jurisdiction and state of labor and material markets. No additional charges will be allowed because of the lack of such knowledge.
17. Contractor may, at its sole option, terminate this Subcontract Agreement for convenience by issuing a written "Notice of Termination" to Contractor. Such notice shall clearly specify the effective date of termination. Upon receipt of such notice, Contractor shall:
 - a) Immediately discontinue Work on the date specified in the notice and place no further orders or subcontracts for materials, services, or facilities, other than those that may be required for completion of such portions of the Work specified in the Notice of Termination;
 - b) Promptly obtain cancellation, upon terms satisfactory to both Contractor and Owner, of all purchase orders, subcontracts, rental or any other agreements existing for the performance of the terminated Work or assign those agreements to Contractor as directed;
 - c) Assist Contractor in the maintenance, protection, and disposition of Work in progress, facilities, tools, equipment, property, and materials in Contractor's possession; Complete performance of the Work specified in the notice of termination; and
 - d) Vacate the Project site to the extent required by Contractor.
 - e) In the event of such termination, Contractor waives any claims for damages, including loss of anticipated profits, on account thereof, and, as the sole right and remedy of Contractor, Contractor shall pay Contractor in accordance with the following:
 - (1) All amounts due under the terms of this Agreement and not previously paid to Contractor for Work satisfactorily completed in accordance with the Contract Documents prior to such Notice of Termination and for Work satisfactorily completed as specified in such Notice;
 - (2) Reasonable administrative costs (not to exceed actual costs) of settling and paying claims arising out of the termination of Work under subcontracts or purchase orders; and
 - (3) Reasonable costs (not to exceed actual costs) incurred in demobilization and disposition of residual material, facilities, and equipment.

- f) Within thirty (30) days after receipt of Notice of Termination, Contractor shall submit an invoice for final payment as described in Appendix "A" General Terms, Section 3.
 - g) Those provisions of the Subcontract Agreement that by their very nature survive final acceptance of the Work, including and without limitation any and all warranties, shall remain in full force and effect after their termination.
- 18. Schedule of Values: The Construction Manager requires Contractor to submit a Schedule of Values in sufficient detail as required to accurately assess the true value and progress of the work at any point in the construction process, along with the executed copies of the Subcontract Agreement to which this Appendix is an integral part.
 - 19. Reference to "Contractor": Where reference to "Contractor," "General Contractor," or "Snyder Langston" is made in the specifications, plans, or other Contract Document, each shall come to represent the same entity. Furthermore, all work that would normally be performed by this Contractor, even if designated as being by "Contractor," shall be performed as part of this Contractor's scope-of-work.
 - 20. Conflicts and Discrepancies: In the event of any conflict or discrepancy between any of the Contract Documents, the most stringent requirement shall apply in each case.
 - 21. "Back-charges": The Construction Manager shall be entitled to a mark-up of fifteen percent (15%) for overhead and profit plus recovery of general conditions expenditures added to the cost of any sums deducted from the Subcontract Amount and identified as "back-charges" against Contractor.
 - 22. Drinking Water: This Contractor shall provide drinking water for his own work forces.
 - 23. This Contractor shall promptly provide, at the request of Contractor, the company name, contact, phone numbers, and address of all suppliers for any material or product that is to be a part of the work. This shall apply to all Contractor's lower-tier contractors such that each Contractor, sub-Contractor, vendor, and all related suppliers or fabricators shall be divulged upon request, which includes providing the freight tracking numbers or purchase order (P.O.) numbers, trucking carrier and location during transit, and any other information related to tracking the whereabouts of material to be incorporated into the work. This information will be held in confidence, and all supplier visits by Contractor will be coordinated with this Contractor. Contractor reserves the right to view work in progress off site, as well as obtain and track material in progress.

24. Submittal data required as applicable to this Scope of Work:
- a) One (1) sepia and four (4) blue-line copies of all shop drawings.
 - b) Six (6) copies of all manufacturer's brochures and/or cut sheets.
26. Contractor's equipment sub-Contractor(s) of any tier, shall comply with the insurance provisions as outlined in Appendix "A", Paragraph 22, including the requirement to provide a separate endorsement naming the Contractor and Owner, etc., as additional insured. In addition, a current, valid copy of the requisite OSHA crane certification is to be submitted to the Contractor prior to the commencement of any work.

The Contractor may request written proof of the requisite insurance for any tier of this Contractor's Contractor. Such written proof of insurance shall comply with the provisions as outlined within these Contract Documents. The Contractor may deny job-site access to any sub-Contractor until the requested documentation is supplied. Should jobsite access be denied for said aforementioned reason, there shall be no contractual damage to the Contractor.

B) INCLUSIONS

1. Contractor shall provide all labor, material and equipment required to complete the Demolition (Cost Code 02510) work as outlined in the General Notes and Construction Notes shown on Walden & Assoc. Demolition Plan DM1 dated 8/27/98 and in accordance with other related contract documents described by this Agreement including As-Built Drawings of existing facilities to be demolished and Civil Plans.
2. It is agreed herein that Contractor Payment and Performance Bonds are required and included as part of the Contract Amount. As indicated in Appendix "A", General Terms, Article Numbers 19 and 24, the Contractor has sole responsibility for the inclusion of any adjustments to the cost of bonds that may be required as a result of changes in the Work.
3. Contractor shall maintain project schedule as provided by the Contractor. Should Contractor fail to meet schedule as a result of their own actions as determined by the Contractor, Contractor shall employ additional workmen or overtime at Contractor's expense. Should Contractor fail to make up critical path delays caused by Contractor's own action, Contractor shall be held responsible for all costs associated with delay including Contractor's general conditions.
4. Before the commencement of work establish the location(s) and extent of underground utility services in the work area(s) by notifying Underground Service Alert (1-800-227-2600) at least forty-eight (48) hours in advance. The location(s) of underground utility services where shown on the Plans, on other Contract Documents, or given orally at the site are based on available records and are not guaranteed to be complete or correct. Responsibility shall rest with this Contractor to become acquainted with the location of underground utility services, structures, and so forth which may be encountered or affect the work described elsewhere herein.
5. The Contractor shall notify all utility companies forty-eight (48) hours prior to the commencement of work. Refer to General Notes on Demo Plan DM1 dated 8/27/98.
6. To facilitate cut & plug of existing utility lines, Contractor includes "pot holing" and locating points-of connection (POCs) to existing utility services within ten feet (10') of the location(s) shown.
7. Provide flag men, cones, lane markers, barricades, signs, and so forth as necessary to ensure the safety and well-being of the surrounding community during all demolition operations. Take all necessary precautions and employ only fully-qualified machine operators.
8. During the demolition, Contractor shall apply water to surfaces in the work area at frequent intervals and in sufficient quantities to alleviate dust. Contractor shall provide water trucks and hoses.

9. Work closely with Construction Manager Superintendent to minimize disruption to existing facilities (Animal Control) that are to remain. Coordinate any disruption of utilities to Animal Control with Construction Manager Superintendent.
10. Clear the site of all trees, shrubs, grass, and other plant life; grub the root systems of all demolished trees and shrubs, but do not disturb trees, the roots of trees, or other plants which are to remain or on adjacent properties. Remove rocks, boulders, trash, concrete pipe, metal, equipment, etc., and other debris.
11. Promptly remove demolished building materials, cleared debris and vegetation from the site; burning of debris is not permitted. Obtain permission from the applicable regulatory authority regarding haul routes and the disposal of debris to a legal waste disposal site. Pay all required dump fees and provide Bill of Lading/Dump Tickets for proof of proper disposal.
12. Contractor includes a minimum of two (2) move-ins as a part of this scope.
13. The Contractor shall notify the City Traffic Department and Police Department and secure any and all permits and implement traffic plans.
14. All remaining MEP systems are available for the demolition Contractor's salvage.
15. Per City of Los Angeles, the City Standards supersedes the 1997 Greenbook for Standard Plans and Specification, when or if, a conflict between the two arises.
16. Recycling is encouraged. Demolition Contractor shall provide documentation for recycled materials in compliance with authorities having jurisdiction.
17. Insurance requirements include five (5) million dollars General Liability for this project.
18. Proposed demolition schedule duration is ____ calendar days from mobilization to completion.
19. Contractor shall include all traffic control, barricades, layout, shoring and mastic removal.
20. Safe-off excavations by filling with native soil and mark location for compaction.
21. Contractor is required to have a business license for the City of Los Angeles.
22. City and Contractor will work closely with demolition Contractor to provide a sequence for demolition of site and buildings.
23. Temporary services required to complete the work shall be provided by this Contractor.
24. All asphalt paving is to be ground in place and left for the future grading operations.
25. A temporary six (6') foot chain link "construction" fence will be erected along the property lines where shown. This fence will connect to the existing perimeter fencing, which will remain in this phase.

35. Unit prices apply as follows for work outside the contract scope:
- a) Additional Move-On/Move-off, per each occurrence. \$ _____
 - b) Remove concrete footings, per CY. \$ _____
 - c) Remove manholes, per each occurrence. \$ _____
 - d) Cut and plug existing utility line, per each occurrence. \$ _____
 - e) Additional haul-offs, per each occurrence. \$ _____

36. Labor Rates apply as follows:
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|-----------------|----|----------|
| General Foreman | \$ | Per Hour |
| Foremen | \$ | Per Hour |
| Laborer | \$ | Per Hour |
| Operator | \$ | Per Hour |

C) EXCLUSIONS

Removal of:

underground storage tanks
removal of hazardous waste
asbestos lead paint
soils testing, compaction
survey
layout
contaminated soils
tank
sump or pit cleaning
re-routing of above or below ground utilities
new construction of any type
construction of wood fences or canopies.